

AMENDMENT NO. ONE (1)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE UNIVERSITY OF ARIZONA

THIS AMENDMENT, entered into 28th August 2003, **Amendment Number 1** to JPA 02-156, AG Contract No : KR02-1957TRN, filed 24 February 2003, between agencies of the STATE OF ARIZONA, to wit; the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through its Transportation Planning Division (the "State") and the UNIVERSITY OF ARIZONA, acting by and through its President and the College of Agriculture, School of Renewable Natural Resources, (the "U of A")

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2 The U of A is empowered by the Arizona Revised Statutes Section 15-1626 to enter into this agreement and has delegated to the undersigned authority to execute this agreement on behalf of the U of A.

The parties desire to make corrections to the referenced Agreement as follows:

Page 1, under II. RECITALS is corrected to read: I. RECITALS

Page 1, under I. 2. of the RECITALS is corrected to read:

2 The U of A is empowered by the Arizona Revised Statutes Section **15-1626** to enter into this agreement and has delegated to the undersigned authority to execute this agreement on behalf of the U of A

Page 2, under SCOPE OF WORK is corrected as follows: II. SCOPE OF WORK

The parties agree it is in the best interest of the parties herein and, in accordance with 49CFR, Subtitle A, Part 18.232 Equipment, to purchase a vehicle for the University's use associated with the Project, in-lieu of reimbursement for vehicle use through the University's Motor-pool facility, as originally stated in Exhibit A. Furthermore, the vehicle will be disposed of through a sale, by the U of A at the end of the Project and credit the salvage value back to the Project.

Therefore, Exhibit A , Page 5 and 6 under Paragraph III. Travel of the referenced Agreement, is revised to read: "Purchase of Vehicle not to exceed the total costs provided herein for the term of the Project".

Paragraph 2.e. is added as follows:

2. The U of A will:

e. Dispose of the vehicle through a sale at the end of the Project and credit the salvage value back to the Project.

III. MISCELLANEOUS PROVISIONS

Paragraph III. 8 and 9 are add as follows:

9. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Except as provided herein, all other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

Arizona Board of Regents,
UNIVERSITY OF ARIZONA

DEPARTMENT OF TRANSPORTATION

By 
LEE ANNE T. PETERS
Contract Officer

By 
DALE BUSKIRK, Director
Transportation Planning Division

APPROVAL OF UNIVERSITY OF ARIZONA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and the UNIVERSITY OF ARIZONA, and declare this agreement to be in proper form and within the powers and authority granted to the ^{University} ~~City~~ under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of August, 2003.



Attorney for ^{Arizona Board of Regents} ~~University of Arizona~~

Budget

	2002	2003	2004	2005
I. Salaries and Wages				
Field Technicians (\$1,500/person/month)	6,000	18,750	18,750	18,750
ERE @ 10.7%	642	2,006	2,006	2,006
Research Associate	15,000	15,000		
ERE @ 20.6%	3,090	3,090		
Graduate Research Assistant		8,000	16,000	16,000
ERE @ 3.2%		256	512	512
II. Supplies and Miscellaneous Costs				
Reports, Publications, Maps, Data sheets	500	750	750	2,500
Radio Transmitters (25/year @\$250 each)		6,250	6,250	2,500
Noise Generator		1,500		
Permits and Associated Fees	3,000	3,000	3,000	1,500
Miscellaneous Field Supplies	1,500	2,500	2,500	2,500
III. Travel				
<i>Purchase of Vehicle not to exceed the total cost provided herein for the term of the Project</i>	7,475	10,000	10,000	10,000
Per Diem	2,000	2,000	2,000	2,000
Airplane time		3,000	3,000	3,000
Travel for student to present results				1,500
IV. Total Direct Costs	39,207	76,102	64,768	62,768
V. Total Indirect Costs @ 15%	5,881	11,415	9,715	9,415
VI. Total Annual Project Costs	45,088	87,517	74,483	72,183
Total	\$279,271			
Cost:				

Budget (In-Kind and Future Matching Support)

	2002	2003	2004	2005
I. Salaries and Wages				
Associate Professor (20% of appointment)	12,700	12,700	12,700	12,700
ERE @ 19.4%	2,464	2,464	2,464	2,464
Graduate Research Assistant	8,000			
ERE @ 4.1%	521			
Field Technicians	6,000			6,000
ERE @ 10.4%	624			624
II. Supplies and Miscellaneous Costs				
Reports, Publications, Maps, Data sheets	500	250	250	1,500
Radio Receivers and Antennas	5,000			
Computers and Peripherals	5,000			
Miscellaneous Field Supplies	1,000			
III. Travel				
Purchase of Vehicle not to exceed <i>the total cost provided herein for the term of the Project</i>	2,626	1,520	2,140	2,500
Per Diem	2,000			
Airplane time		3,000	3,000	3,000
IV. In-Kind Contributions	46,435	19,934	20,554	28,788
V. Waived Indirect Costs @ 10%	4,644	1,993	2,055	2,879
VI. Total In-Kind Contributions	51,079	21,927	22,609	31,667
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Total Cost: \$127,282				
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TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TRANSPORTATION SECTION
WRITER'S DIRECT NO: 602.542.8837

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1957-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 17 September 2003

Terry Goddard
ATTORNEY GENERAL

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd